

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **RM3032**Due Date: **10/08/02 at 3:00 P.M.**

Date Sent: September 20, 2002

Agency ContractGoods and services to be purchased: **FACILITATION SERVICES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM3032

Due Date: 10/08/02

Vendor Name:

FACILITATION SERVICES FOR THE DIVISION OF MENTAL HEALTH'S PROGRAM FOR ASSERTIVE COMMUNITY TREATMENT (PACT) CONSENSUS GRANT PER THE ATTACHED SPECIFICATIONS.

QUESTIONS ON SPECIFICATIONS CALL ROBERT SNARR AT (801) 538-4080.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.
RX: 200 32000000100

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-

21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

FIXED AMOUNT REQUEST FOR PROPOSAL (RFP)
DIVISION OF MENTAL HEALTH
UTAH STATE DEPARTMENT OF HUMAN SERVICES
RFP # RM3032

1. **BACKGROUND AND PURPOSE:** The Utah Division of Substance Abuse and Mental Health (DSAMH) is requesting proposals to facilitate a project to engage key stakeholders in Utah in education and support for adoption of Programs for Assertive Community Treatment, (PACT). The process will include the state's Community Mental Health Centers, (CMHC's) the Criminal Justice System, Utah State Medicaid, consumers, family members and others. This request is to solicit proposals from qualified individuals or organizations for the purpose of contracting with the DSAMH to develop this project under the direction of the DSAMH.

2. **GENERAL INFORMATION:**
 - a. **Submission of Proposals:** **Six (6)** copies of proposal to be submitted to State of Utah, Division of Purchasing and General Services, State Office Building, Capitol Hill Room 3150, Salt Lake City, Utah 84114-1061, at or before 3:00 p.m. on Tuesday, **October 8, 2002**. Costs incurred in the preparation and submittals of proposals are the responsibility of Offeror and will not be reimbursed.
 - b. **Amendments to Proposals:** Amendments to proposals will be accepted provided they reach the above named location by the final deadline.
 - c. **Length of Contract:** From **November 1, 2002 to September 30, 2003**.
 - d. **Eligibility:** Proposals may be submitted by any public or private nonprofit or profit organization, or if appropriate, by an individual.
 - e. **Contact Person:** Questions regarding the proposal may be addressed to: **Robert H. Snarr, State Mental Health Programs Coordinator, Utah Division of Substance Abuse and Mental Health, phone number: 801-538-4080.**
 - f. **Receipt and Registration of Proposals:** Proposals will be opened at the Division of Purchasing and General Services, at 3:00 p.m. on the closing date. Any proposals arriving after 3:00 p.m. for any reason cannot be considered. The names of the Offerors will become public information. Faxed RFPs will not be accepted.

- g. Evaluation of Proposals: a review panel of professional persons shall do the evaluation at a date and time following the final submission. Evaluations will be on the basis of the stated evaluation criteria and the Department of Human Services' licensing requirements.
- h. Award:
 - 1) The Division of Mental Health reserves the right to reject any and all proposals or withdraw this offer at any time. Award of contract may not necessarily be made at the lowest cost, but will be made in accordance with the evaluation criteria. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the STATE, with the highest scoring evaluation, taking into consideration all factors set forth in this RFP.
 - 2) If only one proposal is received in response to this RFP, the Division/Office may make a recommendation to the Purchasing Agent either to make an award or to resolicit for the purpose of obtaining additional proposals.
 - 3) Discussions may be held with Offerors submitting potentially acceptable proposals, and may include oral presentations. Factors not specified in the Proposal shall not be considered in determining the award and shall not be negotiated to be included in the contract.
 - 4) The successful proposal will be open to public inspection for a period of 90 days after award of the contract. The entire proposal will be open unless offeror requests in writing that trade secrets/proprietary data be protected. This request must accompany the proposal. The entire proposal cannot be considered proprietary.
 - 5) The total award available will be \$40,000.00. Requirements of the award are as described in the Program Description/Scope of Work. All Offerors will have no expectation of ongoing funding from the DSAMH at the end of the contract period.

3. **PROGRAM DESCRIPTION/SCOPE OF WORK:**

- a. Description of Services, Supports or Projects: The Contractor, working under the direction of DSAMH, will facilitate the development of the PACT Consensus Building Plan as required in this RFP. The Contractor is to develop and write quarterly reports and annual reports and develop a final plan taking into consideration the input of all stakeholders involved in the project. The Contractor is also required to coordinate as needed with other State Divisions and State Departments involved in the planning process. The final plan submitted by the Contractor shall be in full compliance with both state and federal requirements. Travel to facilitate meetings in different parts of the state will be necessary. Contractor is also responsible to prepare for and

facilitate monthly meetings over the next year and provide all costs within the award for both in state and out of state travel expenses. (See Exhibit A, Scope of Work).

b. General Description of Services:

1) Program Objectives/scope of work: (Note: for more Detail, see Exhibit A).

- a. Facilitate the Community Action Grant Meetings each month and other relevant committees as they relate to the PACT planning process.
- b. Meet with key stakeholders and other interested individuals to obtain background information and to gather input for the plan.
- c. Write both state and federal quarterly reports for full compliance with Plan requirements.
- d. Coordinate activities with mental health staff as well as staff, volunteers from other organizations, other agencies, both in and out of state and coordinate with consumers and family members involved in PACT planning.
- e. Attend training and conferences as required.
- f. Organize the necessary community meetings and other forums to address the adoption of PACT as it relates to the Utah Public Mental Health System, (UPMHS).
- g. Design with DSAMH and implement a sound evaluation of the PACT planning process as it relates to UPMHS.
- h. Perform other duties relating to the PACT process as directed by the DSAMH.
- i. Keep accurate and timely records regarding activities, services, and costs as per the DSAMH requirements.
- j. Research, evaluate and develop different needs assessment and evaluation tools and protocols according to the research of evidence based practices that relate to adoption of the PACT or PACT like programs in the UPMHS.

2) Contractor Qualifications:

- a. Experience and expertise in with particular experience in adult systems of care and PACT/ACT or PACT like services. Experience in focus groups and meetings facilitation particularly with multi-stakeholder groups involving persons with serious mental illness, families of consumers, and mental health system direct service providers and leaders. Experience in direct service programs, including PACT/ACT and PACT-like services.

- b. Community planning and development in the areas of PACT and or ACT programs with experience in design and/or implementation of ACT programs.
 - c. Proven ability to work well with a broad-based coalition of human services providers to build needed direction and consensus.
 - d. Excellent writing skills in relation to this type of project.
 - e. Advanced degree in human services or closely related field is preferred.
3. Time-Line: (Note: The following is a general outline of the anticipated activities and timeframes necessary to accomplish the project. The DSAMH and the Contractor, will develop a more detailed time line as the project proceeds. These timelines may be altered as necessary with the concurrence of DSAMH and the Contractor.

a. Planning Process Timeline

Month 1: November

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). The process will include the state's community mental health centers and other participants. Arrange consultant presentations, develop a Steering Committee and subcommittees as needed, revision of evaluation protocols; literature review, any revision of proposed timeline, and complete quarterly report. All work must be coordinated with and approved by Project Director, Robert H. Snarr for the duration of the project.

Month 2: December

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Establish structures, plans, and mechanisms to carry out the subsequent education and consensus-building activities and complete quarterly report.

Month 4: January

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Evaluation and analysis plan disseminated. Develop plan with consultants to educate all CMHC's statewide on the model. Develop plan for CMHC's statewide to start the planning purposes to begin education and problem solving within their own communities. Work with CMHC's and develop a scope of services to include education to staff, training materials, consultants and identification of services. Begin to coordinate aspects of site visits

to selected P/ACT programs, (proposed site visits to nationally recognized teams in Oklahoma).

Month 5: February

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Evaluation and analysis plan disseminated. Continue planning and education process with at least three CMHC's in the state. Confirm all travel arrangements, hotel, and all other aspects of site visits to selected P/ACT programs.

Month 6: March

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Evaluation and analysis plan disseminated; steering committee review of the first evaluation results; any refinement of model and process; complete quarterly report and development of mid-point report. Coordinate all final travel arrangements, hotel, and all other aspects of site visits to selected P/ACT programs.

Month 7: April

Attend site visits to selected P/ACT programs in other locales. Coordinate meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Completion and distribution of mid-point report to stakeholder group, evaluation and analysis plan disseminated.

Month 8: May

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Evaluation and analysis plan disseminated. Begin planning and education process with at least three other CMHC's in the state.

Month 9: June

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Steering committee meeting: data review; modifications to any written products evaluation and analysis plan disseminated, start planning process for final presentation of one-two day conference, complete quarterly report. Begin planning and education process with the other four CMHC's in the state.

Month: 10 July

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Evaluation and analysis plan disseminated, process

material, specify project wrap-up requirements and necessary modifications; dissemination of written materials to stakeholder group in preparation for final consensus meeting.

Month: 11 August

Arrange and hold monthly meetings for the education and support for adoption of Programs for Assertive Community Treatment, (PACT). Steering committee review of data collection, stakeholder group meeting to review and modify all written products, review achievement of project objectives; evaluation results, seek final consensus.

Month: 12 September

Present a one-two-day statewide conference with formal presentation of the consensus building results and the planning efforts of each CMHC. Consultant presentations develop and complete final report and closure of project.

4. Proposal Evaluation Criteria:

- 1) Costs/budget—30%
- 2) Ability to develop consensus from groups with broad and sometimes competing interests—10%
- 3) Demonstrated understanding of PACT/ACT or PACT Like Programs—5%
- 4) Demonstrated understanding of the DSAMH vision and mission and the State of Utah's Public Mental Health System—5%
- 5) Demonstrated understanding of the population to be served under the PACT/ACT or PACT Like Programs—5%
- 6) Demonstrated understanding of the project outlined in the Scope of Work—5%
- 7) Comprehensiveness of the proposal addressing the project—5%
- 8) Compliance with RFP requirements—5%
- 9) Qualifications of personnel—5%
- 10) Organization and managerial capability—5%
- 11) Prior experience and required expertise—5%
- 12) Availability—5%
- 13) Knowledge, understanding and credibility with stakeholders—5%
- 14) Ability to complete the plan within stated time frames—5%

4. **PROPOSAL OUTLINE/CONTENT REQUIREMENTS:** To be prepared by the Offeror. The proposal shall consist of three sections.

a. Cover Letter: To contain the following information:

- 1) Name of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from the RFP.
- *2) Certified copy of certificate of incorporation or other duly issued authorization to do business.
- 3) Location of business office and service facilities.
- 4) Name and address of corporate officers or partners and a current organization chart.
- 5) Statement that attached Proposal meets all requirements of the RFP.
- 6) Request that trade secrets or proprietary information in the proposal be withheld from public inspection if needed.
- 7) Statement that the Offeror agrees to all Standard Terms and Conditions of a Department of Human Services Contract and to all applicable legal requirements including required liability insurance.

*The Offer need not include if there has been an ongoing contractual relationship with the Division of Mental Health, and there has been no change in legal and/or operational authority. If Offeror does not currently have these items available a statement needs to be included indicating that in the event a contract results, all required authorizations will be obtained prior to a contract being signed with the State.

b. Technical Proposal: Shall be in narrative format and not to exceed fifteen (15) pages, excluding any attachments.

1) Required per DHS Contracting Requirements:

- (a) Proposed measurable objectives to meet project goals.
- (b) A description of the methods to be used for the planning process.
- (c) Proposed system for internal evaluation of performance as related to stated objectives.
- (d) Staffing: Number, titles, education and experience, amount of time each staff devote to contracted service, and their qualifications.
- (e) Demonstrated experience and capability of the Offeror in providing the specific services or similar or related services. Detailed explanation of any contingencies on which the proposal is based.

2) Additional Information required by DSAMH:

- (a) Structure of the Offeror's organization or sub-unit, if it is a large multi-function organization. Explain its relationship to the larger entity and include an organizational chart.
- (b) Explanation of how Offeror will make use of other community agencies and resources.

- (c) Demonstrated accounting and management systems, which conform to generally accepted reporting and accounting requirements.
- (d) Explanation of how the Offeror proposes to meet any required time-lines.
- (e) Offeror's Location, physical plant, the equipment and resources it has available to devote to this project, and ability to keep required documentation and records specific to this project.

c. Cost Proposal:

- 1) Complete a detailed budget proposal that supports the bid. It must identify all anticipated costs and revenues related to:
 - (a) The total organization or sub-unit organization;
 - (b) The total service(s) related to the Proposal; and
 - (c) Costs related directly to the potential contract.
- 2) A narrative or outline detailing the following:
 - (a) Justification of all line item costs and explanation of how budget amounts are determined.
 - (b) Any allocations of common costs applicable to total costs, total service, and contract costs must be explained: including how allocations are calculated, i.e., staff time, travel miles, space divisions, etc.
- 3) Compensation will be based on an hourly rate for services rendered, plus expenses identified in the budget.

EXHIBIT A

PROJECT SCOPE OF WORK

1. Services to be provided: Overall coordination of the Mental Health education and support for adoption of Programs for Assertive Community Treatment, (PACT) plan, including meeting organizing and facilitation, group consensus building, giving public presentations, technical writing, researching of applicable needs assessments and protocols, laws, policies and procedures, and coordination with other agencies, advocacy groups and stakeholders. The contractor is required to provide these services and the support functions (e.g., scheduling meetings, typing, word processing, copying, production of presentations, data entry, telephone, transportation, etc.) necessary to provide those services. Limited additional administrative support may be available through negotiation with the DSAMH.
2. Timelines: See the Timeline in the proposal. A more detailed work plan will be developed with the contractor upon award of the contract.
3. Organizations and population to be service: The DSAMH, The Utah Department of Human Services, the Mental Health Planning Council, Mental Health advocates, consumers and families of the public mental health system in Utah, the Utah Behavioral Healthcare Network, NAMI Utah, the State Board of DSAMH, the Utah Mental Health Consumer Council, Allies with Families, the Utah Division of Health Care Financing, the Utah State Hospital, the University of Utah Crisis Services and Department of Psychiatry, the Utah Disability Law Center, the Utah Department of Corrections, the Utah Board of Pardons and Parole and others as defined by DSAMH.
4. Oversight of services: The Project Director, Robert H. Snarr of DSAMH or his designee will oversee the schedule, the services and provide direction and support for the Contractor. Regular meetings will be scheduled between the Contractor and the DSAMH, who will review the Contractor's work, establish priorities, and set deadlines in coordination.
5. Payment terms and conditions: Billing for services must be submitted to the Division monthly no later than ten (10) days after the end of each month. Payment will be made within thirty (30) days of receipt of the billing. *Billings will be accurate, accompanied by supporting documentation, and in compliance with the written budget of the contract.*
6. Insurance and Liability: There is no insurance requirement, but if the contractor chooses to carry insurance, he/she must provide for his/her own coverage. Nothing in this agreement implies that the contractor is an employee of the Utah Division of Mental Health or the State of Utah. Contractor agrees to hold the DSAMH and the State of Utah harmless regarding any liability. Contractor must be willing to sign a statement to this effect.
7. Resolution of problems/appeals: The first step in the resolution of problems or appeals is to address those issues with the Project Director, then with the Director of DSAMH who will render a decision within ten (10) working days. If the Contractor is not satisfied with the decision of the Director, he/she may appeal in writing within thirty (30) days to the Deputy Director of the Department of Human Services, who will render a decision ten (10) working days. The Deputy Director may request additional time and request additional information with good cause. The decision of the Deputy Director is final.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)